

Material fact
Individual resolutions adopted by the Board of Directors (Supervisory Board) of the Issuer

1. General	
1.1. Full corporate name of the issuer (simply name for a non-profit organization)	<i>Public Joint-Stock Company Aeroflot - Russian Airlines</i>
1.2. Abbreviated corporate name of the issuer	<i>PJSC Aeroflot</i>
1.3. Issuer location	<i>119002, Moscow, Ul. Arbat, 10</i>
1.4. Primary State Registration Number (OGRN) of the issuer	<i>1027700092661</i>
1.4. Taxpayer ID (INN) of the issuer	<i>7712040126</i>
1.6. Unique issuer code assigned by the registering authority	<i>00010 – A</i>
1.7. Address of the webpage used by the issuer for information disclosure purposes	http://www.aeroflot.ru/cms/important_facts http://disclosure.skrin.ru/disclosure/7712040126

2. Notice content							
2.1. Quorum at a meeting of the issuer's board of directors: <i>11 out of 11 members of the Issuer's Board of Directors.</i>							
2.2. Content of decisions made by the issuer's board of directors and results of vote taken on relevant agenda items:							
<p>2.2.1. Distribution of Company profits (including payout (declaration) of dividends) and losses based on the results of the 2017 financial year</p> <p>To endorse and recommend that the ordinary annual General Shareholders' Meeting of PJSC Aeroflot scheduled to be held on 25 June 2018 approves the distribution of net profits (including payout (declaration) of dividends) based on the results of the 2017 financial year.</p> <p><i>Vote results:</i></p> <table style="margin-left: 20px;"> <tr> <td>“FOR”</td> <td style="text-align: right;">11</td> </tr> <tr> <td>“AGAINST”</td> <td style="text-align: right;">0</td> </tr> <tr> <td>“ABSTAINED”</td> <td style="text-align: right;">0</td> </tr> </table> <p>Decision passed.</p>		“FOR”	11	“AGAINST”	0	“ABSTAINED”	0
“FOR”	11						
“AGAINST”	0						
“ABSTAINED”	0						
<p>2.2.2. Amount, timing and form of dividend distribution on the shares of PJSC Aeroflot based on the results of the 2017 financial year</p> <p>1. To endorse and recommend that the ordinary annual General Shareholders' Meeting of PJSC Aeroflot scheduled to be held on 25 June 2018 resolves to pay in the manner prescribed by the applicable laws of the Russian Federation, by 10 August 2018, dividends on the shares of PJSC Aeroflot based on the results of the 2017 financial year, in the amount of Roubles 12.8053 per share, in specie, for a total amount of Roubles 14,221,775.00 thousand.</p> <p>2. Propose that the ordinary annual General Shareholders' Meeting announces 6 July 2018 as the record date for the purposes of distribution of dividends on PJSC Aeroflot shares.</p> <p><i>Vote results:</i></p> <table style="margin-left: 20px;"> <tr> <td>“FOR”</td> <td style="text-align: right;">11</td> </tr> <tr> <td>“AGAINST”</td> <td style="text-align: right;">0</td> </tr> <tr> <td>“ABSTAINED”</td> <td style="text-align: right;">0</td> </tr> </table> <p>Decision passed.</p>		“FOR”	11	“AGAINST”	0	“ABSTAINED”	0
“FOR”	11						
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<p>2.2.3. Payment of compensation to the members of the Board of Directors, the Committees of the Board of Directors, and the Internal Audit Commission</p> <p>1. Approve and propose that PJSC Aeroflot General Shareholders' Meeting scheduled for 25 June 2018 approves the size of personal compensation to the fixed remuneration for the members of the Board of Directors of PJSC Aeroflot in accordance with the “Clause regarding compensation to the fixed remuneration for the members of the Board of Directors of PJSC Aeroflot”, for the period between 01.07.2016 and 30.06.2017, in the amount of:</p> <table style="margin-left: 20px; width: 100%;"> <tr> <td style="width: 33%;">1. Mikhail Alexeev</td> <td style="width: 33%;">1,050,000 RUB</td> <td style="width: 33%;">6. Vitaly Saveliev</td> <td style="width: 33%;">0 RUB</td> </tr> </table>		1. Mikhail Alexeev	1,050,000 RUB	6. Vitaly Saveliev	0 RUB		
1. Mikhail Alexeev	1,050,000 RUB	6. Vitaly Saveliev	0 RUB				

2. Alexei Germanovich	1,050,000	RUB	7. Dmitry Saprykin	0	RUB
3. Igor Kamenskoy	30,000	RUB	8. Vasily Sidorov	30,000	RUB
4. Roman Pakhomov	30,000	RUB	9. Yury Slyusar	2,700,000	RUB
5. Dmitry Peskov	1,650,000	RUB	10. Sergey Chemezov	3,847,059	RUB

Vote results:

“FOR”	11
“AGAINST”	0
“ABSTAINED”	0

Decision passed.

2. Approve and propose that PJSC Aeroflot General Shareholders’ Meeting scheduled for 25 June 2018 approves the size of the pool of the interim remuneration of the long-term motivation programme, in accordance with paragraph 5.2.1. of the “Clause regarding remuneration and compensation paid to the member of the Board of Directors of PJSC Aeroflot” for the period between 01.07.2016 and 30.06.2017, in the amount of RUB 187,281,100, paid in two equal parts:

2.1. The first part, totalling RUB 93,640,550 is paid to the members of the Board of Directors of PJSC Aeroflot in July 2018 in the following way:

1. Mikhail Alexeev	9,270,500	RUB	7. Vitaly Saveliev	0	RUB
2. Kirill Androsov **	10,246,750	RUB	8. Dmitry Saprykin	0	RUB
3. Alexei Germanovich	11,409,850	RUB	9. Vasily Sidorov	12,336,900	RUB
4. Igor Kamenskoy	12,336,900	RUB	10. Yury Slyusar	8,557,400	RUB
5. Roman Pakhomov	12,336,900	RUB	11. Sergey Chemezov	6,711,700	RUB
6. Dmitry Peskov	9,983,650	RUB			

2.2. The second part, totalling RUB 93,640,550 is paid to the members of the Board of Directors of PJSC Aeroflot in July 2019 in the following way:

1. Mikhail Alexeev	9,270,500	RUB	7. Vitaly Saveliev	0	RUB
2. Kirill Androsov	10,246,750	RUB	8. Dmitry Saprykin	0	RUB
3. Alexei Germanovich	11,409,850	RUB	9. Vasily Sidorov	12,336,900	RUB
4. Igor Kamenskoy	12,336,900	RUB	10. Yury Slyusar	8,557,400	RUB
5. Roman Pakhomov	12,336,900	RUB	11. Sergey Chemezov	6,711,700	RUB
6. Dmitry Peskov	9,983,650	RUB			

Vote results:

“FOR”	11
“AGAINST”	0
“ABSTAINED”	0

Decision passed.

3. Approve and propose that PJSC Aeroflot General Shareholders’ Meeting scheduled for 25 June 2018 approves the size of personal compensation to the fixed remuneration for the members of the Board of Directors of PJSC Aeroflot in accordance with the “Clause regarding compensation to the fixed remuneration for the members of the Board of Directors of PJSC Aeroflot”, for the period between 01.07.2017 and 30.06.2018, in the maximum amount of RUB 77,750,695, including:

1. Lars Bergstrom	8,181,818	RUB	7. Vitaly Saveliev	0	RUB
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2. Mikhail Voevodin.	8,181,818	RUB	8. Dmitry Saprykin	0	RUB
3. Alexei Germanovich	10,380,000	RUB	9. Vasily Sidorov	10,380,000	RUB
4. Igor Kamenskoy	10,380,000	RUB	10. Yury Slyusar	6,847,059	RUB
5. Dmitry Peskov	8,400,000	RUB	11. Sergey Chemezov	6,000,000	RUB
6. Mikhail Poluboyarinov	9,000,000	RUB			

The specified sums of the fixed remuneration for the period between 01.07.2017 and 30.06.2018 may be revised during the meetings of the Board of Directors and meetings of the Committees of the Board of Directors of PJSC Aeroflot in June 2018:

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

4. Approve and propose that PJSC Aeroflot General Shareholders’ Meeting scheduled for 25 June 2018 approves the size of remuneration for the Audit Committee of PJSC Aeroflot:

Igor Belikov 1,867,294 RUB

Mikhail Sorokin* 0 RUB

Ekaterina Nikitina 1,467,159 RUB

Sergey Ubugunov* 0 RUB

Vasily Shipilov* 0 RUB

*State official. Remuneration not paid.

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

5. Agree on the size of remuneration for the member of the Strategy Committee of the Board of Directors of PJSC Aeroflot Roman Pakhomov for the period between 01.07.2017 and 30.06.2018 in the maximum amount of RUB 1,200,000 which may be revised after the meeting of the Strategy Committee in June 2018.

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

2.2.4. Review of the Board Audit Committee report in respect of year 2017

Take note of the PJSC Aeroflot Board Audit Committee report on the results of the Company financial and business operations in 2017.

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

2.2.5. 10. Major related-party transaction (a series of related-party transactions), operating lease of 50 new MC-21-300 aircraft

1. Propose (recommend) that PJSC Aeroflot General Shareholders’ Meeting approves (endorses) the major related party transaction (a series of related-party transactions), operating lease of fifty new MC-21-300 aircraft (hereinafter, the Aircraft).

1.1. The transaction whereby PJSC Aeroflot takes fifty (50) new aircraft from “Avia Capital Services” LLC on an operating lease basis, to be executed on the following substantial terms:

Parties to the transaction:

- “Avia Capital Services” LLC as the Lessor;
- PJSC Aeroflot as the Lessee;
- PJSC Irkut Corporation as the Manufacturer.

Scope of the transaction: Operating lease between the Lessor and the Lessee in respect of fifty (50) new Aircraft with two PurePower® PW1400G high-bypass geared turbofan engines (hereinafter PW1400G MPU) installed on each Aircraft. The manufacturer’s/serial number of each Aircraft will be known by the relevant Aircraft delivery date. The transaction will be executed as operating lease contracts entered into in respect of each Aircraft. The Lessee has the option of choosing PD-14 as an alternative bypass turbofan engine instead of PW1400G MPUs, starting from the twenty-sixth Aircraft.

Scheduled Aircraft delivery period: from 1Q2020 to 3Q2026 (with an option to postpone/extend delivery period).

Lease period: 12 years in respect of each Aircraft with up to 3 two-year extension options.

Base rent: fixed, not to exceed US Dollars four hundred and thirty-seven thousand two hundred and eighty-two (US\$437,282) (net of VAT) per Aircraft per month.

In the case of additional equipment installation and additional equipment financing by the Lessor, the Base Rent shall increase by US Dollars one thousand (US\$1,000) per each US Dollars one hundred thousand (US\$100,000) of additional equipment cost.

The rates are based on January 2018 prices and will be escalated in accordance with the formula provided by PJSC Irkut Corporation (“Manufacturer”) in respect of each Aircraft at the time of delivery, but not more than 2.6 percent a year.

Security deposit: The Lessee shall pay the Lessor a security deposit of 2 monthly rent payments in respect of each Aircraft.

Maintenance provisioning rates (in January 2018 prices, will be escalated at 3 percent a year):

- airframe - not more than US\$ 12,500 per calendar month;
- each engine - not more than US\$155 per flight hour of the respective engine in a calendar month;
- each engine’s set of life-limited parts - not more than US\$175 per operating cycle of the respective engine in a calendar month;
- auxiliary propulsion unit (APE) - US\$15 per hour from APE start to shutdown in a given calendar month;
- chassis - not more than US\$ 3,700 per calendar month.

The engine maintenance provisioning rate will be additionally adjusted annually based on an actual flight hour to operating cycle ratio reported by the Lessee in respect of a particular engine, and a coefficient.

For the purposes of determining the engine maintenance provisioning rate, the baseline flight hour to flight cycle ratio is assumed to be 2.5:1.

The Lessee shall be relieved from its maintenance provisioning obligations in respect of the engines and in respect of the APE if:

(i) a trilateral Aircraft maintenance agreement entered into with an Aircraft maintenance provider recommended by the Manufacturer provides for a flight hour-based rate of service fee and includes scheduled and unforeseen repairs, with the cost of such repairs to be covered by the rate agreed between the Lessee and the maintenance provider;

Execution of such trilateral agreement shall not be intentionally delayed by either the Lessor, or the Lessee. The Lessor may not influence the size of the flight hour-based fee rate agreed between the Lessee and the maintenance provider,

or any other terms affecting the interaction between the Lessee and the maintenance provider under the trilateral agreement.

(ii) The trilateral agreement shall also contain a clause whereby the Lessee’s rights under the contract with the maintenance provider shall lapse to the Lessor if the Lessee defaults on its obligations under the Aircraft operating lease agreement, and the Lessor gives an appropriate written notice to the maintenance provider);

(iii) the terms and conditions of the trilateral engine and APE maintenance contract may include bringing the engines and the APE to a condition prescribed by the Aircraft return clauses of the Aircraft operating lease agreements;

(iv) the Lessee shall be relieved from its maintenance provisioning obligations only during the effective period of the contract with the approved maintenance provider, and only in respect of those maintenance provision allocations that relate to the activities covered by the maintenance contract.

The Lessee may substitute a bank guarantee with a validity period of not less than one hundred and eighty (180) days for maintenance provisioning allocations, and shall make sure that such bank guarantee remains effective throughout the entire lease period of each Aircraft.

The Lessee shall extend the bank guarantee for not less than one hundred and eighty (180) days not later than ten (10) days before its expiration, and shall submit the original bank guarantee to the Lessor.

The Lessee shall submit a bank guarantee as a substitute for maintenance provisioning allocations, in accordance with the time frames and amounts set out below:

(i) Bank guarantee for US Dollars one million five hundred thousand (US\$ 1,500,000) shall be submitted not later than on the Aircraft handover date;

(ii) the bank guarantee shall be increased to US Dollars three million (US\$3,000,000) after 12 months from Aircraft handover date;

(iii) the bank guarantee shall be increased to US Dollars four million five hundred thousand (US\$4,500,000) after 24 months from Aircraft handover date;

(iii) the bank guarantee shall be increased to US Dollars six million thousand (US\$6,000,000) after 36 months from Aircraft handover date;

(iii) the bank guarantee shall be increased to US Dollars seven million five hundred thousand (US\$7,500,000) after 48 months from Aircraft handover date.

Insurance:

The agreed value of each Aircraft equals 105% of the Aircraft price paid by the Lessor to the Manufacturer (hereinafter, the "Agreed Price").

PJSC Aeroflot shall procure Aircraft insurance at its own expense and in accordance with the following requirements:

- (a) comprehensive cover from all risks of loss or damage whether in the air or on the ground, at the Agreed Value, with a deductible of not more than US\$ 250,000 or another amount agreed with the Lessor;
- (b) comprehensive cover from hostilities and similar risks, including Aircraft confiscation or requisition by the country of registration, at the Agreed Value;
- (c) property insurance against all risks (including war and the like risks, except when the Aircraft is on the ground or moves from place to place other than in the air) in relation to all engines and parts not installed on the Aircraft, at the Agreed Value that shall fully cover replacement costs, including engine testing and operating risks;
- (d) third-party liability insurance, property damage insurance, as well as insurance of liability in relation to passengers, luggage, cargo and postal items, and Lessee's general third-party liability (including Manufacturer's liability) for at least US Dollars seven hundred and fifty million (US\$ 750,000,000) per Aircraft.

Transaction price: not to exceed five billion two hundred and thirty-one million eighty thousand (5,231,080,000) (without VAT).

Other substantial transaction terms: The Lessor shall assure that the Manufacturer receives an EASA type certificate in respect of the Aircraft delivered on or after 01 January 2021.

1.2. The transaction of providing standard and special Aircraft quality warranties, to be entered into on the following terms and conditions:

Scope of the transaction: assignment by "Avia Capital Services" LLC in favour of PJSC Aeroflot of the rights to receive standard and special Aircraft warranties from PJSC Irkut Corporation.

Parties to the transaction:

- PJSC Aeroflot as the Lessee;
- PJSC Irkut Corporation as the Manufacturer;
- "Avia Capital Services" LLC as the Lessor.

Aircraft warranties to be provided by the Manufacturer:

Standard Aircraft quality warranty. Effective period: 48 months and 5 days after delivery of the covered Aircraft (hereinafter, the Warranty Period), with the exception of life-limited parts covered by the warranty. The warranty covering the PurePower® PW1400G high-bypass geared turbofan engine (hereinafter, PW1400G MPU) or the PD-14 bypass turbofan engine shall be provided either by Pratt & Whitney as the manufacturer of PW1400G MPU or by JSC "UEC-Perm Engines" as the manufacturer of the PD-14 bypass turbofan engine, pursuant to a separate agreement to be entered into between the Lessee and the manufacturer of the relevant engine.

Special warranties.

Flight time warranty: applicable three-year period of achieving the world's average guaranteed flight time (at a flight hour to operating cycle ratio of 3.6):

- First year of operation – 2100 flight hours;
- Second year of operation – 2900 flight hours;
- Third year of operation – 3750 flight hours.

Dispatch reliability warranty: applicable guaranteed dispatch reliability levels:

- First year of operation – 96%;
- Second year of operation – 97%;
- Third year of operation – 98.5%.

Aircraft performance warranties.

The Manufacturer warrants that a new Aircraft carrying designed payload on a three thousand two hundred and forty (3,240) kilometres long flight, with a tail wind of twenty-six (26) kilometres per hour, will consume not more than nine thousand eight hundred and sixty-five (9,865) kilograms of fuel.

Aircraft frame structural elements reliability warranty.

Effective period: twelve (12) hours from each Aircraft delivery date.

The Manufacturer shall assume warranty liabilities for the items fabricated by the Manufacturer or based on the Manufacturer's design documentation in relation to the Aircraft frame carrying elements.

Aircraft maintenance cost (DMC) warranty (the DMC Warranty). The Manufacturer warrants that the Lessee's costs of Aircraft maintenance on a per flight hour basis (excluding costs associated with the maintenance of PW1400G engine and dual flow PD14 turbojet engines), calculated for the Lessee's Aircraft fleet, shall not exceed the guaranteed maintenance cost in respect of subsequent reporting periods of twelve months each.

First reporting period – warranted DMC costs not to exceed US\$ 381 per flight hour;

Second reporting period – warranted DMC costs not to exceed US\$ 375 per flight hour;

Third and subsequent reporting periods – warranted DMC costs not to exceed US\$ 359 per flight hour.

Effective period: Ten (10) years from the first Aircraft delivery date.

1.3. The transaction whereby PJSC Irkut Corporation and "Avia Capital Services" LLC shall provide PJSC Aeroflot with an early customer package in respect of the fifty (50) Aircraft, to be entered into on the following substantial terms:

Scope of the transaction: Provision of an Aircraft early customer package from PJSC Irkut Corporation to PJSC Aeroflot.

Parties to the transaction:

- "Avia Capital Services" LLC as the Lessor.

- PJSC Aeroflot as the Lessee;

- PJSC Irkut Corporation as the Manufacturer.

Early customer package: To compensate the Lessee for the reduced guaranteed flight time of the first twenty (20) Aircraft during the first three years of their operation, the Manufacturer undertakes to provide compensation of a total amount of US Dollars forty-five million one hundred and forty-three thousand (USD 45,143,000). The amount of such compensation shall be calculated in respect of each Aircraft depending on the actual flight time in a year. The amount is indicated in 1Q2018 prices and will be escalated in accordance with the manufacturer's formula, but not more than by 2.6 percent a year.

The compensation shall be provided to finance payments for the Manufacturer's services, as well as payments for purchased or rented additional optional equipment, ground support equipment, to build a stock of replacement parts and to provide training to the Lessee's personnel.

If the Manufacturer assures longer Aircraft flight time than is envisaged by the flight time warranty (i.e. 2100, 2900, 3750 flight hours), the compensation amount shall be reduced proportionately. Actual compensation amounts shall be calculated based on actual flight time following each year of operation.

1.4. A transaction of entering into a Memorandum of execution a lease agreement in respect of 50 MC-21-300 aircraft.

Parties to the transaction:

- Rostekh State Corporation;

- PJSC Aeroflot.

Persons interested in the transaction and the grounds for their interest: member of PJSC Aeroflot Board of Directors M.V. Voevodin, who is also a member of "Aero Capital Services" LLC; member of PJSC Aeroflot Board of Directors Yu.B. Slyusar who is also CEO, Chairman of the Management Board and a member of the Board of Directors of PJSC Irkut Corporation; member of PJSC Aeroflot Board of Directors S.V. Chemezov who is also CEO of Rostekh State Corporation.

Vote results:

"FOR" 9

"AGAINST" 0

"ABSTAINED" 2

Decision passed.

2.2.6. Preparation for the ordinary annual General Shareholders' Meeting of PJSC Aeroflot

1.1. Approval of the agenda of the ordinary annual General Shareholders' Meeting of PJSC Aeroflot

To approve the following agenda of the ordinary annual General Shareholders' Meeting of PJSC Aeroflot, scheduled to be held on 25 June 2018, composed on the basis of the proposals submitted by the

shareholders by 12 March 2018 and by the Board of Directors in the manner prescribed by Paragraphs 1 and 7 Article 53 of the Federal Law “On Joint-Stock Companies” and Paragraphs 17.4 and 17.10 Article 17 of PJSC Aeroflot Charter:

1. Approval of the rules of procedure, voting rules, memberships of the official bodies of the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot;
2. Approval of PJSC Aeroflot 2017 Annual Report;
3. Approval of PJSC Aeroflot 2017 annual accounting (financial) statements;
4. Approval of PJSC Aeroflot profit distribution based on 2017 results;
5. Amount of dividend, the time frames and the form of their distribution based on 2017 results, and on the record date for the purposes of entitlement to dividends;
6. On payment of compensation to the members of PJSC Aeroflot Board of Directors;
7. On payment of compensation to the members of PJSC Aeroflot Internal Audit Commission;
8. Election of the members of PJSC Aeroflot Board of Directors;
9. Election of the members of PJSC Aeroflot Internal Audit Commission;
10. Approval of PJSC Aeroflot auditors for year 2018;
11. Related-party transaction: procurement of liability insurance for PJSC Aeroflot and its Directors and officers for years 2018-2021;
12. Major related-party transaction: provision by PJSC Aeroflot of commercial management services in relation to the occupancy of Rossiya Airlines flights under a joint flight operation agreement on a “code-sharing / block of seats” basis;
13. Major related-party transaction: provision by PJSC Aeroflot of commercial management services in relation to the occupancy of Aurora Airlines flights under a joint flight operation agreement on a “code-sharing / block of seats” basis;
14. Major related-party transaction (a series of related-party transactions), operating lease of fifty (50) new MC-21-300 aircraft.

1.2. Approval of the text of Notice to Shareholders announcing the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot.

Taking guidance in Paragraph 1 Article 54 of the Federal Law “On Joint-Stock Companies”, Paragraph 16.2 Article 16 and Paragraph 17.1 Article 17 of PJSC Aeroflot Charter, to approve the text of the Notice to Shareholders of PJSC Aeroflot announcing the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot.

1.3. Approval of the procedure for notifying shareholders of the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot

Taking guidance in Paragraph 1 Article 54 of the Federal Law “On Joint-Stock Companies”, Paragraph 16.2 Article 16 and Paragraphs 17.1 -17.3 Article 17 of PJSC Aeroflot Charter, to approve the procedure for the notification of the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot.

1.4. Approval of the list of information (materials) to be made available to shareholders by way of preparation for the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot, and of the procedure for making such information so available

Taking guidance in Paragraph 1 Article 54 of the Federal Law “On Joint-Stock Companies”, Paragraph 16.2 Article 16 and Paragraph 17.1 Article 17 of PJSC Aeroflot Charter, to approve the list of information (materials) to be made available to shareholders by way of preparation for the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot, and of the procedure for making such information so available.

1.5. Approval of draft rules of procedure, voting rules and memberships of the official bodies of the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot

1. Taking guidance in Paragraph 1 Article 54 of the Federal Law “On Joint-Stock Companies”, Paragraph 16.2 Article 16 of PJSC Aeroflot Charter, to take note of and recommend that the ordinary annual General Shareholders’ Meeting approves the draft rules of procedure, voting rules and memberships of the official bodies of the ordinary annual General Shareholders’ Meeting.

2. To determine that registration of the ordinary annual General Shareholders’ Meeting participants will be open at the place of the ordinary annual General Shareholders’ Meeting on 25 June 2018 from 08:00 a.m. until completion of discussion of the last agenda item for which quorum is present.

1.6. Determination of the price per PJSC Aeroflot ordinary share for the purposes of their buyback by the Company upon shareholder request in accordance with Article 75 “On Joint-Stock Companies”

To determine that the price of PJSC Aeroflot shares for the purposes of their buyback upon a request from shareholders that voted against a decision to endorse the major related-party transaction (a series of related-party transactions) of the operating lease of fifty (50) new MC-21-300 aircraft, or that did not participate in the vote on that matter, shall be 147 Roubles and 22 kopecks per one ordinary registered book-entry share in PJSC Aeroflot, which is in line with the market value of a share in PJSC Aeroflot, determined by CJSC “ROSSIYSKAYA OTSENKA” independent appraisers.

1.7. Approval of the form and text of the voting ballots for the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot

Taking guidance in Paragraph 1 Article 54 of Federal Law “On Joint-Stock Companies”, Paragraph 17.1 Article 17 of PJSC Aeroflot Charter, to approve the form and text of the voting ballots for the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot.

To approve the language of resolutions on the agenda items of the ordinary annual General Shareholders’ Meeting of PJSC Aeroflot to be circulated in an electronic form (in the form of electronic documents) to nominee holders of shares entered in PJSC Aeroflot share register.

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

2.2.7. On PJSC Aeroflot participation in the Digital Transport and Logistics Association

1. To acknowledge that it is appropriate for JSC Aeroflot to participate in the Digital Transport and Logistics Association

2. To propose and recommend that the ordinary annual General Shareholders’ Meeting of PJSC “Aeroflot” endorses PJSC Aeroflot participation in the Digital Transport and Logistics Association.

Vote results:

“FOR” 11

“AGAINST” 0

“ABSTAINED” 0

Decision passed.

2.3. Identifying parameters of the shares entitling their owners to participate in the general shareholders’ meeting of the issuer: ***ordinary registered book-entry shares (state registration number 1-01-00010-A dated 23.01.2004), ISIN code: RU0009062285.***

2.4. Date of the meeting of the board of directors (supervisory board) of the issuer, at which the relevant decisions were made: ***29 May 2018.***

2.5. Release date and number of the minutes of the meeting of the board of directors (supervisory board) of the issuer, at which the relevant decisions were made: ***Minutes No. 15 dated 29 May 2018.***

3. Signature

3.1. Head of Corporate
Governance Department

A.V. Melyokhin

(signature)

3.2. Date: 29 ” May 2018

Stamp